

Form Pur. 1  
REQUEST FOR QUOTATION  
BIDS TO BE SUBMITTED TO:  
DEPARTMENT OF PURCHASES  
27 WEST MAIN STREET, ROOM 401  
NEW BRITAIN, CT 06051

Bid No. 3337

Issued: 4-23-2007

Page 1 of 16 Pages

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Prices Quoted Must be F.O.B. 27 West Main Street, City Hall, Room 401,

Finance Department New Britain, CT

Date of Bid Opening May 10, 2007 Time 11:00 AM

Delivery Required \_\_\_\_\_ Jack Pieper  
Purchasing Administrator

Amount of Bid Bond None

Bid No. 3337

Date Submitted \_\_\_\_\_

Delivery: \_\_\_\_\_ days after receipt of order

Terms: Cash Discount \_\_\_\_\_ % 30 Days

Net Cash \_\_\_\_\_ Days

Bidder \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
(Printed name of signer)

Bidder's Telephone Number \_\_\_\_\_

Bidder's Email Address \_\_\_\_\_

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES			
	<p><b>RFP – INSURANCE/RISK MANAGEMENT CONSULTING SERVICES INCLUDING AGENT/BROKER OF RECORD SERVICES FOR THE CITY OF NEW BRITAIN’S PROPERTY/CASUALTY INSURANCE PROGRAM</b></p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> <li>1. Form Pur. 1 (Request for Quotation).</li> <li>2. Notices to Prospective Bidders, Pages 13-15</li> <li>3. A Bid Bond is required for all goods or services that are \$25,000.00 or greater.</li> </ol> <p><b>****PLEASE SUBMIT BIDS IN DUPLICATE****</b></p> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	PLEASE PROVIDE PRICING ON PAGE 11		

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS**  
**CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
  2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
  3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
  4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
  5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
  6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
  7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.
- Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
  9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
  10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located within the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than two (2) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount.
  11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
  12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
  13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.

15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.

18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.

19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.

20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.

21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

**The City of New Britain, through its Purchasing Administrator, is seeking competitive bids for the following commodity:**

**RFP – INSURANCE/RISK MANAGEMENT CONSULTING SERVICES INCLUDING AGENT/BROKER OF RECORD SERVICES FOR THE CITY OF NEW BRITAIN’S PROPERTY/CASUALTY INSURANCE PROGRAM**

Specifications for the product required follow. The Purchasing Administrator reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

**NOTICE TO BIDDERS:**

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. The City of New Britain reserves the right to waive any defect or any irregularity in any RFP and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to proposals or withdrawals of proposals received after the time set for receipt of the proposals **shall not be considered**.
4. Exceptions to specifications must be clearly stated on a separate piece of paper.
5. Questions regarding the Purchasing Process or Technical Specifications may be directed to Jack Pieper, Purchasing Administrator, (860) 826-3402.
6. Vendor insurance requirements are as follows:

Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

CITY OF NEW BRITAIN  
PUBLIC BID NO. 3337

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

\* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**Workers' Compensation and WC Statutory Limits**

Employers' Liability	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

Purchaser shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

**SPECIFICATIONS:**

The following specifications have been prepared in order to solicit proposals for Insurance and Risk Management Consultant Services including Agent/ Broker of Record for the City of New Britain and the New Britain Board of Education.

These specifications are to be used by all respondents for the City of New Britain proposals. It is expected that each respondent will read these specifications with care. Failure to meet each specific condition may invalidate the proposal. Any requirement not met should be highlighted.

The information contained herein is believed to be accurate and is based upon the latest available information, but is not to be considered in any way as a warranty.

**The City of New Britain is accepting proposals to provide services, on a fee for service basis, as Insurance/Risk Management Consultant including Agent/Broker of Record for the City of New Britain and New Britain's Board of Education. The contract will be in effect for a period of three (3) years effective July 1, 2007 to June 30, 2010. The City of New Britain will not pay for services on a commission basis.**

Based on the City's current insurance situation, the City's coverage needs may include any of the following:

- \* Liability Insurance in Excess of:
  - \* Comprehensive General Liability Insurance
  - \* Business Automobile Insurance
  - \* Public Officials Liability Insurance
  - \* School Leaders Errors and Omissions Insurance
  - \* Law Enforcement Liability Insurance
- \* All Risk Property, Boiler and Machinery Coverage and Contractor's Equipment
- \* Flood Insurance
- \* Earthquake Insurance
- \* Excess Workers' Compensation Insurance
- \* Medical Malpractice Insurance for the City's Director of Health
- \* Commercial Crime Insurance
- \* Tax Collector Bond
- \* Special Events Coverage
- \* The following coverages are currently in force and are renewed in July and August of each year depending on the coverage:
  - Automobile Liability
  - Excess Automobile Liability
  - Boiler & Machinery
  - Property
  - Property (Vacant and Unoccupied Buildings)
  - Excess General Liability/Law Enforcement Liability
  - General Liability Coverage on Foreclosed Properties
  - Excess Workers' Compensation
  - Inland Marine
  - Crime
  - Park and Recreation General Liability
  - Athletic Student
  -
- \* The City of New Britain's 2007-2008 general budget funding for insurance coverage is approximately \$2,300,000.

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PUBLIC BID NO. 3337

In addition to soliciting insurance, the successful broker(s) should be able to specify what services will be performed by the broker. Insurance/Risk Management Consulting and Agent/Broker of Record Services to be provided shall include, but shall not be limited to, the following:

1. Advise the City on any new developments or changes in municipal insurance as well as the overall insurance market;
2. Provide assistance in the processing of any claims or disputes arising from the terms of an insurance policy, whether past, present or future, which the City may have against the insurance carrier.
3. Provide loss control services as needed as well as loss experience data to the City, at least monthly, for any primary/excess insured policies that may be requested.
4. Assist the City in its administration of self-insured losses, including tracking loss experience data and notifying insurers when appropriate, based upon potential exposure.
5. Provide motor vehicle records, at no additional cost to the City, for each City employee, as needed. This would include existing employees as well as new hires.
6. Specify services the agent/broker will provide in addition to the services provided by the insurance carrier, and including, but not limited, to those indicated in the scope of services incorporated herein.
7. Solicit insurance markets to obtain three (3) or more competitive proposals for City's insurance placement on an annual basis, or more frequently, if needed. Handle and review all of the property and casualty insurance contracts.
8. Review all policies, including policy limits, coverages, deductibles, exclusions and endorsements to confirm that they have been issued correctly and as ordered.
9. Assist in the placement of insurance contracts, including assistance in review, analysis and evaluation of carrier proposals and making recommendations on cost and coverage.
10. Assist in the preparation of insurance specifications in the event insurance coverages are selected for competitive bid.
11. Assist the Finance Department in the development of insurance renewal premium estimates to be incorporated in the annual City and Board of Education budgets.
12. Attend at City and Consolidated School District meetings as needed for technical assistance pertaining to the Property & Casualty Insurance Coverage and related issues as requested. Review workers' compensation injuries and make recommendations to control losses. Attend meetings, as requested.

13. Work with the Purchasing Administrator and/or Finance Director in the development of budget numbers for the property and casualty and workers' compensation programs on an annual basis.
14. Provide the City with projections as to the outstanding liabilities associated with the City's property and casualty and workers' compensation insurance programs to comply with governmental auditing requirements.
15. Review Certificate of Insurance procedures periodically and make recommendations for improvements and modifications.
16. Provide technical assistance to designed City and Consolidated School District Personnel in the area of risk management.
17. Assist departmental Safety Committees, including attendance at initial meetings of each Safety Committee established. Also:
  - A. Attendance at Consolidated School District Safety Committee meetings on request.
  - B. Assistance with the development and evaluation of Committee goals and objectives.
  - C. Monitor the progress of each established Safety Committee:
  - D. Review meeting minutes Provide Committee assistance as required.

**RFP REVIEW AND SELECTION PROCESS:**

**The anticipated selection process will be as follows:**

1. Request for Proposal will be advertised and mailed to candidate brokers.
2. **Four (4) copies of the completed proposal and questionnaire shall be submitted to:**

**Jack Pieper, Purchasing Administrator  
City of New Britain  
Room 401  
27 West Main Street  
New Britain, CT 06051**

Proposal documents must be submitted to the Purchasing Department in a sealed envelope or other suitable sealed packaging material by the time and date set for receipt of proposals. The envelope or package must be marked with the proposal number, description and return address of the respondent. Proposal documents received after the time and date set for receipt **WILL NOT BE ACCEPTED.**

**3. PROPOSAL REQUIREMENTS:**

**A. LETTER OF TRANSMITTAL:**



A letter of transmittal shall be submitted with the completed questionnaire. The letter of transmittal shall indicate the firm's interest in providing the brokerage services, brief summary of their related experience, and any other information that would assist the City is making its selection.

**B. NON-COLLUSIVE STATEMENT:**

The respondent shall submit a completed, signed non-collusive statement with the completed questionnaire.

**C. INSURANCE REQUIREMENTS**

The successful respondent shall, at its own cost and expense, procure and maintain the insurance, as described on page 5 of this RFP. Said insurance shall remain in full force and effect for the life of the contracted services. Provide a Certificate of Insurance evidencing the required coverage for the purpose of this proposal submission.

**4. Proposal submissions reviewed and finalists selected for interviews.**

Finalist interviews may be conducted by the City's Finance Director, Accounting Manager and Purchasing Administrator.

The above Proposal Review and Selection Process has been provided as a guide only, the City of New Britain shall reserve the right to revise this schedule as necessary should unforeseen delays be encountered and if to do so is in the best interest of the City.

**5. WITHDRAWAL OF PROPOSALS.**

Bidders may withdraw their proposals at any time prior to the bid date. No withdrawals will be allowed after the bid date.

**6. CONDITIONS.**

- A. All proposals must conform to specifications attached.
- B. The City reserves the right to reject any and all proposals (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest of the City.
- C. It is the City's desire to contract with one agent/broker. Therefore, the City will not accept any proposal as responsive unless the firm is able to exclusively provide all of the services described (requested) herein.
- D. The City of New Britain anticipates entering into a three (3) year relationship, effective April 15, 2007, with the selected agent/broker. The City anticipates awarding this bid in June 2007.
- E. The City will seek the agent/broker first. The agent/broker awarded this bid will then seek competitive insurance prices and submit then to the City before the current policies expire.

**COMPLIANCE WITH LAWS:**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State and Local governments, which may in any way affect the preparation or performance of the insurance contracts.

**QUESTIONNAIRE INSTRUCTIONS/REQUIREMENTS:**

Please provide answers to all questions, label each answer as to which question it refers to, and answer each question separately, as listed. Please do not combine answers to questions or otherwise develop a modified questionnaire. Respondents shall be required to respond to each question. Failure to respond to any of the listed questions shall be cause for disqualification.

**I. FIRM, SERVICING AND STAFFING QUALIFICATIONS:**

- a. Provide a brief description of your firm including number of employees, number of offices and locations, and financial information.
- b. Provide a brief description of the office designated to service the City of Middletown including services available at that office and number of employees.
- c. If your firm is selected, name the account executive and supporting personnel who will be fully responsible for the account. Describe the professional qualifications and educational background of account executive and key support personnel. Identify the person(s) that would be a resource to the City regarding technical questions concerning coverage and the availability of that person(s) to respond in a timely manner.
- d. Please describe your firm's and the servicing office's knowledge and experience with other Connecticut municipalities. List other similar accounts managed by the account executive.
- e. Please provide any other information and/or services that you could provide that may be relevant to your selection as insurance risk management consultant and agent/broker of record for the City of Middletown and Board of Education.

**II. INSURANCE MARKETING CAPABILITIES:**

- a. Please describe the insurance marketing expertise of your servicing office and firm with respect to municipalities or comparable entities.
- b. Please describe your access to the excess or surplus lines markets.
- c. Please describe your access to the London and other foreign markets.
- d. Please indicate your willingness to participate in periodic meetings with the City and/or insurers.

- e. Please describe your firm's marketing "technique", and the reasons for its success.

**III. COMPENSATION:**

- a. The City of New Britain will only consider proposals from agent/brokers willing to place coverage net of commission. Please indicate the fees you believe to be necessary to service the City (including the Board of Education). Fees will be presented on an annual basis. Indicate how you arrived at the fees and whether or not you anticipate any additional fees for expenses or other items. Indicate what services are not included in the annual fees and the hourly rate for these services.
- b. Please provide your fee net of commission, both with and without safety and loss control services.
- c. Please provide the requested fees for three (3) years:  
7/1/2007-6/30/2008    \$ \_\_\_\_\_  
7/1/2008-6/30/2009    \$ \_\_\_\_\_  
7/1/2009-6/30/2010    \$ \_\_\_\_\_

**IV. FINANCIAL SOLVENCY:**

- a. Please provide your latest annual financial report, and prior two year's audited financial statements, or otherwise include necessary information to assure the City of your financial solvency.

**V. RELATED SERVICES:**

- a. Please describe the risk management services available to the City through your local office, or affiliates.
- b. Please describe the safety and loss control services you propose to provide or expect to be provided by the insurance carrier(s) handling the City's property and casualty insurance program.

**VI. ANALYSIS OF MARKET CONDITIONS:**

We would appreciate a brief (one page) discussion of your assessment of the insurance market conditions, as they currently exist industry-wide as well as specifically to Connecticut municipalities.

Some issues, which you may want to address include:

- \* The nature of the policy forms and restrictive conditions that will apply.
- \* Possibility of a multi-year rate guarantee.
- \* The current insurance market, particularly with respect to municipalities, e.g. hard market vs. soft market, selection of insurers, etc.

**GENERAL TERMS AND CONDITIONS:**

1. The City of New Britain shall reserve the right to accept and or reject any or all bid proposals received or to negotiate separately in any manner necessary to serve the best interest of the City. Bidders whose proposals are not accepted shall be notified in writing.
2. Negligence on the part of the bidder in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
3. The successful bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
4. The contents of the bid proposal submitted by the successful bidder and this bid shall become part of the contract. The terms and conditions of which shall be negotiated and accepted by mutual agreement between the parties.
5. The City shall not be responsible for any expenses incurred by a firm in preparing and submitting a bid proposal. All bid proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
6. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of New Britain and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
7. Timing and Sequence - Timing and sequence of events resulting from this bid will ultimately be determined by the City of New Britain.
8. Amending or Canceling Requests - The City of New Britain reserves the right to amend or cancel this bid, prior to the due date and time, if it is in the best interest of the City to do so.
9. City's Clerical Errors in Awards - The City of New Britain reserves the right to correct inaccurate awards resulting from its clerical errors.
10. The City will seek the agent/broker first. The agent/broker awarded this bid will then seek competitive insurance prices and submit then to the City before the current policies expire.

**NON-COLLUSIVE BID STATEMENT**

All vendors are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the vendor, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the bid, and shall not be communicated to any person prior to the official opening of the bid.

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3337 are: (Please type or print clearly and use additional pages if necessary).

1. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

2. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

3. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

\_\_\_\_\_ Date: \_\_\_\_\_

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: \_\_\_\_\_ Date: \_\_\_\_\_



**City of New Britain**  
New Britain, Connecticut 06051

*"New Britain:  
A City for  
All People"*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434

FAX: (860) 612-4204

E-MAIL: [jpieper@ch.ci.new-britain.ct.us](mailto:jpieper@ch.ci.new-britain.ct.us)

Date: \_\_\_\_\_, 2007

**Subject:** RFP – Insurance/Risk Management Consulting Services Including a Agent /Broker of Record Services  
For The City of New Britain's Property/Casualty Insurance Program, RFP, Bid No. 3337

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Administrator

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

We are not responding to subject bid solicitation for the following reason:

- ☐ Our company does not sell the requested product.
- ☐ Our company does not provide the requested service.
- ☐ Our schedule will not allow us to provide the requested service at this time.
- ☐ Other (please explain): \_\_\_\_\_



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